1892-93
(L.R.)

File No. 194-92.
Serial No. 1-5.

Sub:— Complaint of Mada of Devanoor in Nanjanagud Taluk, Regarding sale of land for arrears of Revenue due to Government

G. R. S. IX-5]

Previous references. 1892-93

192 .

(L. R.)

Later references.

File No. 194-9

Serial Nos. 1-5.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-5

W. Part B for May 1893

SUBJECT.

Complaint of Mada of Devanoor in Nanjangud Taluk regarding the sale of his land for arrears of Revenue due to Government

The Deputy Commissioner Mysore Dis^t^rict

No. 19033 dt. 10.5.1893.
P.7.290-92 16

Directing him that the Government decline to sanction the cancelment of the Sale as recommended by him

WD 2233—G PB—20,000—14-6-20

Index-ed

Impn Dy Comrs letter dy 26 Nov 1892
No 789

~~In the matter of~~

Appl

1 Subramaniya Pedatalai
~~2 Caste~~
2 ~~Muda~~ Basavi mother & guardian of Muda (minor)
of Devanur Manjanadi Valley Impn Dt.

Respt

Basweegowda
represented by
his Advocate
Narayanrao

This is a case referred by the Dy Comr for orders. — ~~Letter from the Dy Comr of Impn dy 26 Nov 1892 no 789.~~

The 2d appellant who was a ~~Caste~~ Ratadar ~~owner of property~~ ~~Caste~~ fell into arrear of Revenue, ~~after due notice issued by mother & guardian~~, a piece of ~~Rd~~ land (No 417 K K m — 13 - 14½ assd at Rs 24-13-11) was attached & sold in May 1891 to the Respt Basweegowda purchased it for Rs 30.— The sale was confirmed by the Dy Comr on 4th August 1891 & a certificate granted to the purchaser. — Three months afterwards, i.e. on 10th Nov 1891 appellant complained to the Dy Comr that he has purchased the land under sale by auction from the ~~mother~~ 2d Respt

~~of the Manager Khatoda~~ for arrears of Revenue
I that the sale was
effected notwithstanding without any notice to him
that he had paid the
arrs of the land
through to Khatodar.
~~without any notice to~~
~~himself.~~ The
Dt Court enquired
into the matter
of the complaint & considering
~~finding~~ that the
sale was tainted
with fraud records
that ~~the sale~~ it may be
cancelled.

~~Court gave~~ Notice was given
to R Respt & ~~heard~~ he was
~~sitter~~ present at the hearing of the case.

The circumstances
which throw suspicion
upon the bona fide
character of the sale
are as follows. — or are supposed to throw

First. The allotment has list contains an entry that the land contains some useless jungle trees, & does not state that it contains any valuable trees, though as a matter of fact it contains

50 Cocoanut trees bearing.
150 Do likely to bear in 2 or 3 years.
200 Do Do in 4 or 5 years.—

The Respt says that excepting 50 trees which were in bearing, all the rest were young plants & that he has since the purchase planted more trees & improved the land at a cost of Rs 500.— No evidence was taken on the latter point — The Respt also states that even the trees in

^ according to the statement of the shanbhog

good trees on them
is no demand for
such gardens. — The
mentions a case in
which a similar garden
was brought in by great number of bidders.

Secondly the land
was sold before the
Sheriff on 20th April
1891 but the sale was
not closed on that
date. The parties present
were told that it would
be sold again before
the arbitrator on the 25th
April & it was accordingly
sold on that date.
The highest bidder in
both the sales being the
Respt, the sale was
concluded in his
favour for Rs 30. The
circumstance is
mentioned, not to show
that there was any fraud

in the matter, but to show that the 2d sale before the Amildar was an irregularity. The irregularity was. Known when the sale was confirmed, but no notice of it was taken as no body complained about it & it did not affect the interests of any one.

Thirdly. The land was not declared as forfeited to Govt before it was sold.

Fourthly — The Khatedar has alleged that she paid the asst, but the statement is not proved.

Fifthly. The sale before the Sheristedar was begun at 9. A.M. & closed at 12 noon

Whereas in the notice of sale 11 a m & 5 PM were put down as the hours of sale. —

And whereas the Govt considers that though the irregularities noticed above are such as might induce the Confirming Offr to withhold his confirmation they are not such as would justify the Cancellation of the sale at the distance of time of the instance of a party whose name is not registered in the Revenue accounts of the one part that those suspicions or the non specification of the Cocoanut trees on the lands but

Sixthly — The property was attached for the whole arrear due, upon all the instalments fell due. —

who slept over her rights, if he had any —

on the bona fide character of the sale

on the sale Proclamation or the attachment list

There is nothing
in the rules which
makes ~~requires~~ such
specification obligatory
~~It~~ Excepting that
most of the trees are
only plants requiring
much capital to
~~bring~~ mature
them, the price
of Rs 30 the land
fetched cannot be
also
said to be too low
in one out of the way
locality like the one
under notice. — Even
if ~~were~~ too low, it
cannot be used as
a ground for cancelling
the sale so long
after it has been
confirmed — —
— ~~The appeal~~
I am therefore
to decline
to ~~sanction~~ its
cancelment. —

A ~~contents~~
N. villagers
present must
have known
that the land
contained trees.

5/5/93

(2)

Referred appeal case.

Appellant. Mada, minor, by his mother & guardian Basavi

Petitioner (vendee) - Subrahmannaya

Counter Petr. - Basave Gowda (Purchaser at Rev: Sale) by Mr. S. Narayana Rao

Other parties
1. Meer Mainoddin, Sheldon
2. Shanbhag Soobraya +
3. a Linganna
4. Patel Subbe Gowda -
by Mr. Lawrance

Notices served on all -

Bill of Exchange requires ; in office for copies filed for hearing purposes. 19/4

BC 18/4

D.C. recommends Cancellation of Sale on ground of fraud.

20. 4. 93.
Appt Basavi in person
Petr in person
for Petr by Mr. S. Narayana Rao
Others by Mr. D'Cruz

Order 20 4 91 —
Cop 8/4 - 8/4 - 91
Ca 22 10 91
Affr - 20 - 11 - 91

1 Obj- und Cath-
mit 30 fs
f. rada.
2 Nfpr. Lum. Lues. pos. Bm - Adf. f. 1 *
hier mell.

am

4/5 Zos

(General Serial No. 30.)

OFFICE OF THE DEWAN OF MYSORE
1892
5-806-
3 - DEC. 92
R 1505

1

From

The Deputy Commissioner
Mysore District.

To

The Chief Secretary to the Dewan
of Mysore

Dated 26th November 1892

Despatched 30th.

Received

Enclosures No. Memo and Enquiry file.

General No.
No. 789

Submitting for orders, a memo together with the records connected with the sale of land of one Mada of Dévanoor, Nanjengud Taluk.

R

Refd. and submits
Mch 3/12

Submitted.
XX
6/12

Submitted.
The action of the Dy Commr may be approved and the sale of the lands may be cancelled:
Mch
For Dewan's orders - I do not know what in a clear case like this it is necessary to give notice to the purchaser
29/12/92

Ord. fix a day for hearing cause why the sale should not be set aside
29/12/92

Order 20.4.93 Hearing fixed for 1st May
Comdt. sums 2 Sales

Letter from a day then fixed as he will be apptd to the adm. sale and sale — and any doc- may be found by 19th or 26th Jy Notice upon L all parties concd & the purchaser in particular

Rec'd: 7th Jun'y 93.
Summonses to Respdts & Complts Notices ordered
Mysore

Rs 7.8.0 for Hearing on 26th April 1893

Posted for Hr. on 26th Jun'y 93
Mysore
Ld Proceedings 9/1/93

Recd 5/12

GOVERNMENT OF MYSORE

No. 789.

"M. Memo and Annexure 2 papers as per list. 3

From

Nugoie Deputy Commr's Office
Dated Nugoie 26th Nov. 1892.

A. Ramgasami Iyengar Esquire
BA. BL.
Deputy Commissioner

To

The Chief Secretary to the
Dewan of Mysore

Sir,

In submitting herewith the records connected with the sale of land of one Mada of Devanur in Nanjangud Taluk, for arrears of revenue due for the year 1890-91 Vikriti, I have the honor to state that on 31-1-91 notice of demand was issued to the Khatedar for Rupees 27-2-6 the full amount of Khate. The Sheikdar to whom it was sent returned it on 24-2-91 served on the Khatedar and his mother, together with Jufti Patti of the land. The Amildar issued proclamation for the sale of the land on 20-4-91 - On this date

Published on 18 March

the Sheikdar held the sale when one Basave Gowda's bid of Rs 30 was the highest - On 25th April the land was again put up to auction before the Taluk Cutcheery by the Sheristadar as per Amildar's orders when there was no higher bid for it. On 8-6-91 the Amildar submitted the records to this Office with a report that the sale has been conducted properly and might be confirmed. On 4-8-91 the records were returned to the Amildar with an order Confirming the sale - The sale Certificate was also issued on 22-10-91.

5 days after no fresh sale Proclamation

ie Sup weeks

2. On 20th November 1891 one Subrahmanya submitted a petition to this Office stating that he had purchased the land in question and other property belonging to the Pattadar, that he had paid the Kandayam of the land in two instalments through Basawi, the mother and guardian of the Pattedar, and that

without giving any notice either to him or to the Khatridar, the Patail and the Shanbogue have got the land sold for Rupees 30-

3- Basavi the mother and guardian of the Puttadar also complained that her land, containing about 560 Cocoanut trees, has been sold for arrears of revenue when — — no such arrears were due. —

4- Thereupon the sale proceedings were sent for, and on a perusal of it it was observed that demand notice had been issued for the whole Patta amount when all the — instalments were not due, that the land, 8 acres in extent, containing Cocoanut trees had been valued and sold for Rs: 30 without the usual Certificate of forfeiture and that the case had not been set forth properly from the beginning &c A detailed report was therefore called for in the matter-

5- The 3d. General Assistant Commr-

has now submitted a memo, copy of which is herein enclosed together with my remarks thereon. The memo gives the facts of the case fully.

6. It will be seen that demand notices were issued to only two individuals, of whom the present Khatedar is one, at the instance of the Shanbogue when there were 18 defaulters at that time. Time was, however, given to the others till April, but the present Khatedar's land alone was sold without any such concession being shown to him. The facts stated in the Memo clearly show that there are grave doubts as to the service of the notice on the Khatedar or his mother and guardian. The Jupti Patty though not prescribed by the Code and Rules, prepared as per mamool, is an important record giving the description of the land on which the amildar has

2

GOVERNMENT OF MYSORE

to decide whether for the amount of arrears the whole holding or any portion of it has to be treated as forfeited to Government - Though the land is entered in the accounts as dry, the fact of its having contained a large number of cocoanut trees was not unknown to the village officials - In the Jirpty Patty the number of cocoanut and other trees in the garden were not given and the land was undervalued - The Sheikdar too did not report the fact either in the Jirpty Patty, or notice it even at the time of ~~2nd~~ sale - He could not have failed to see the land when he held the ~~1st~~ sale on the spot - The records show that the Patail was at the bottom of the whole affair and the Shanbogue and the Sheikdar colluded with him and have worked with him to deprive the petitioner of her property.

It is clear that these Officials are clearly guilty of fraud ~~in the case~~, and the evidence in the record is sufficient to order their prosecution. I have, therefore, pending the orders of Government in this case suspended the Patail, the Shanboque and the Shaikdar. and, for the reasons stated above, recommend that the sale may be cancelled by order of Government, as it is not competent for me to set aside a sale once confirmed by this Office.

I have the honor to be
Sir,
Your most obed[t] Servant

A Lancaraing
Deputy Commissioner
Nilgoire District

MM

GOVERNMENT OF JAFFNA

1/2

Memo

Deputy Commissioners Circular vadi no. 17 of 21-4-92 calling for the records in the sale of Mada's gaiden with the opinion of the undersigned as regards the sale, on the complaint petition of Mada by his guardian mother, Basavi.

The complaint was as follows:—

(1) A gaiden land no. 417 situated in the village of Devanur consisting of 600 cocoanut trees and plants yielding annually Rs. 100 and valued at Rs. 1500, has been sold for arrears of revenue when there was no such arrears upon it.

(2) The Pattail and Shanbogue are at the bottom of the plot and have

purchased the garden
for a nominal price of
Rs. 30 in the name of one
of their men.

The facts of the case are
briefly these:—

On 31-1-91, a notice of
demand was issued
to Khatedar (minor) Mada
Bin Mooga, Madana
Mari Mada for Rs. 27-2-6.
It was served on Basavi
(mother of Mada) and
the said minor Mada
on 5th February 1891, by
the Shaikdar in presence
of 2 witnesses (Basavi's
mark being in the hand
writing of Mada and
Khatedar Mada's signature
being superscribed in his
own hand).

The Shaikdar on 24-2-91,
sent a Mahargar and
Jufli Patil, Joinner saying
that Mada possesses no
personal property worth

attaching for the arrears
due, and the latter attaching
on 22-2-91 dry land
No 417 measuring 0-13-14½ K K M
assessed at Rs 24-13-11
and estimated at Rs
30 with "Nalayath Tengina
Tosi" situated thereon.
This Jufti Patti to be prepaid
and signed by Shanbogues
Subbaya and Linguniah,
Patail Subbegowda &
Sheikdar Muir Muinudin.
Upon this the Amildar
issued a sale proclama-
tion on 7-3-91 fixing the
20th of April 1891 as the
date of sale and adding
a foot note under the sale
proclamation that the
Sheikdar should promul-
gate the proclamation &
sell the property on the date
fixed for the sale, and send
the records to the Taluk Cutcherry
within 7 days, that the
property may be sold
again in the Taluk Cutcherry

The sale proclamation was promulgated on 18-3-91 by beat of tom tom, and by affixing a copy of the same in the village Chavadi.

The Sheristadar sold the property on 26th April 1891 when one Deviana Madiana Baswekowda bid for Rs 30 and sent up the papers to the Taluk for a resale on 25-April 1891 before the Taluk Cutcherry as per annildars orders conveyed in the foot note under the sale proclamation binding Baswekowda the bidder and some of the villagers by Mochalikas, to appear before the Taluk Cutcherry on 25 April 1891

The Taluk Sheristadar resold the property before the Taluk Cutcherry on 25th April 1891 when a higher bid than Rs 30 not having been received, the property was knocked

2

down to Basve Gowda the Original purchaser - At this sale 4 persons were present besides the two Shanboques and the Patail Subbegowda -

On 2-6-91 the Amildar sent up the papers (vide report no 139 to the Deputy Commissioner) for Confir- -mation of sale, observing that the notice has been served on the Khatedar and other formalities prescribed for sale have been duly followed.

The sale was confirmed in the Deputy Comm's Office on 4-8-91, Mr Plumer having signed the order "for Deputy Comm".

The purchaser Busve Gowda applied for a Certificate which was granted to him.

On the 12th July 1891 Busavi - mother and

Guardian of Mada
Complained to the Amildar
of Nandyand as follows: —

I have paid the Kan-
dayen of my son Mada's
Patta Janeen for the
year Vikriti in full during
the collection season in
February to the Shanboque
and also the Kandayem
of Honi Kalana Hola,
the sums so paid by me
are Rs 27 and odd for my
son's Patta, and Rs 2 and
odd for Honi Kala's Patta —
ally receipt book being
filed in the Civil Court
in Connection with a
Civil suit, the Shanboque
did not grant me
new receipts. I demanded
him for them fourtimes
but without effect. I have
herewith produced half
an anna and beg you
may be pleased to order the
issue of new receipts.

The Amildar referred

the above petition to the Devanur Sheikdar who reported that the Shanbogue says that the petitioner paid on 27th and 28th Dec. last Rs 2-12-6 on account of a joint Patta Khate No 16, and Rupees 0-13-8 on account of Mada's Patta Khate No 141, and obtained receipts then and there: that no receipts are due to Basavi and that Basavi made no payments in February.

The Amildar upon this report of the Sheikdar ordered that there can be no reason for the petitioner to say that she did not get receipts if they had been given, that the petitioner and the Shanbogue should be confronted and report submitted for final orders.

The Sheikdar† reported as follows:—

† This is not the Sheikdar who conducted the sale of the Garden in the 1st instance, but another man who succeeded him in office.

Shanbogue informs me that the petitioner paid him only Rs 3-10-2 and nothing more. The petitioner alleges that she paid Rs 27 and odd. I have explained the circumstances of the petition to you in person.

The amildar upon this issued an endorsement to the petitioner.

On 10-11-91 one Subbi-manniya complained to the Deputy Commr. that he has purchased from Basavi the garden under reference & paid at Rs 26 and odd, and house of 12 ankanams and another dry field for Rs 500 and that he is in possession of them; that the Patail and Shanbogues are aware of this circumstance; that these people in order to deprive him of the property, set up one Mada

3.

GOVERNMENT MISC.

to sue Basavi

a Cousin of Basavi for
partition of propeity in the
Civil Court, that although
he paid the Kandayem
due on the lands in two
Kists through Basavi, the
Shanbogue did not grant
receipt, that the Shanbogues
and the Patail have
caused the garden referred
to above to be sold for Rs
30, without serving the
demand notice nor the
sale notification on the
Khatedar, who knows to
read and write, nor on
him (the purchaser of the
propeity) that he caused
Basavi to complain the
Amildar of the fraud
practised by the Shanbogue
in not granting her
receipt and that he took
no notice of it.

Upon receipt of the above
petition in the Deputy
Commr's Office, an
order No 184 of 21-11-91

was issued by the Amildar calling upon him to explain the circumstances of the case, the reason why the notice was not served & to submit the sale proceedings

The Amildar explained vide No. 769 (1) the Shaikdar reported that the petitioner paid Rs 3-10-2 on 27th and 28th December 1891 and nothing more, and that he has been given receipts: (2) that the Taluk records showed a balance of Rs 28-6-6 against Mada and his land No 417 was duly attached and sold, and a detailed Endorsement No 28 given to Basavi and (3) that the sale proceedings are herewith submitted for perusal.

The Deputy Commr passed the following order on 4 July 1892

The Kandayam was

due for 1890 and 1891 the property was attached before all the instalments fell due - It is not clear why the penal clause making the whole due on failure of some instalments was enforced in this case. Strange to say the property is described as dry, "Kola", while it is a dry cocoanut garden, and the no. of trees also is not stated. While the petitioner says there are 540 cocoanut trees, the assessment is Rs 24 for about 8 acres and the lands must be of good quality. Yet it is estimated at Rs 30 and knocked down for Rs 30. The petitioner is a widow with a minor son living at Allepie away from the village and the property has been sold without the record of the usual

Section 134 Civil Procedure Code

forfeiture Certificate and further the sale has not been confirmed by the Auglish Officer. The order is drafted in the account Department and signed by Mr Plumer. Thus the case does not appear to have been properly set forth from the beginning. The Amildar will accordingly be directed to report on all points referred to above.

The Amildar submitted the following explanation:—

(1) The statements of the Shanbogue and Shirkdar Minnudien, have been taken and also a Baki Patty prepared by the Shanbogue shewing the individual arrears due to the Devanur Village from December to the end of March. (2) On

looking into the records, it would appear that notices have been issued to two individuals viz Petitioner and another while none have been issued to the other individuals - Similarly under arrears up to the end of March; that of the two persons to whom notices have been issued as above, time has been given to one till 4th April and distrés recovered while the petitioner's property have been attached on 23d February 1891. —

(3) The Shanbogue deposes that 50 Cocoanut trees are fruit bearing trees, about 150 would bear fruit in 2 or 3 years and another 200 trees in 4 or 5 years and that he did not count them

accurately (iv) The Jafti
patti is in the hand writing
of Shanboque. The trees
are described as "Idaraik
Lengina oosi" in the Jafti
patti without mentioning
the number thereof. (5) The
Shaikdar says that when
the Jafti patti came to his
hands he put the word
— "Kayakh" in it and
gave it to the Shanboque
asking him to return
it after inserting the no.
of trees, but this was not
done. (6) The sale of the
property was conducted
in the 1st instance by the
Shaikdar who attached
it - If he really meant
to disclose the truth, he
should have reported
to the Talukh what number
of trees there were in the
garden and drawn
attention to the apparently
low bid - He did not do this.

As the arrears due was below 50 Rupees and the value of the property was given at Rupees 30, the sale of the land ——"——" fell within the competency of the Sheikdar and it was entrusted to him with the above result: that is to say a valuable property was knocked down for a paltry sum of Rs 30.

Although the land revenue Code was in force at the time of the sale, yet as the rules were new the record of the usual forfeiture Certificate was omitted to be made and the old manual of procedure - gating Istihar was followed.

The Shanbogue denies

having ever received the Condayen from Basavi of the land under question, that when he demanded payment of the same she said that her Cousin should pay it and that the Cousin when asked said that Basavi should pay it, and that Basavi paid only Rs 3-10-2 on account of the Shikari Patta.

This statement of the Shanboque cannot be believed. The Patté dar is admittedly a minor and Basavi's Cousin has sued for the recovery of the property in question, which suit is still under enquiry in the Civil Court.

The property has been knocked down for a small sum of Rs 30. The Shanboque and Potail

are culpable of having worked for the sale of the garden from the Commencement deceitfully.

The Jufli patti was not sufficiently explicit for one to form an idea of the intrinsic value of the property and hence the sale.

Upon receipt of the above Mr Krishniermar assistant Commissioner observed among other things that the Amildar has not spared himself the pains to see the garden and ascertain the value of the propeity that the Amildar hastened to ascertain the reason for a higher bid than Rs 30 not having been made at the Shekdar's sale, the mode or manner in which the sale was conducted whether when the propeity was

Amildar Varasanna!

held before the Taluk cutcherry the villagers had assembled and also to state how far he was duped in the affair by his own subor-
-dinates, especially Ge-
-masta Bheemanna, who had the proceedings all along with him and to what extent he and the other subordinates are to blame.

The amildar reported as follows: —

(1) The Pattedar's mother named 6 witnesses to prove that she paid the full Condayem for Vikriti due by her son, for lands held by him in the Deva-
-nur village, that 3 of them appeared and stated that Pattedar's mother had come prepared to pay but what amount she had brought they did not know while the other 3 were not found.

(2) The Patail and Shan-
-bogue deny having
ever received the money
but how far their state-
-ments are to be believed,
is not possible today.

(3) The demand notice
purports to have been
served in February 1891
in presence of two wit-
-nesses - Basekowda one
of these two witnesses denies
all knowledge of the service
notice while the other and
the Patail and the Shanbogue
assert it has been served
on the Khatedar and
his mother. If this were
true, either Basavi or the
present Vendee would
have complained to the
Taluk cutcherry there
being 2 factions in the
Alvamor village.

(4) Justi palties should
as a rule be prepared
on the spot after inspection

of land, and contain full particulars of the property attached and its value. In the case under notice this was not done. The Jaffi patti simply describes the property as a "vyhola" containing "Malayakk Kerigina vosi" and values the property at Rs 30. The Shanbogues and Patail now explain that the hola is a garden containing cocoanut trees, that it was worth 50 Rupees when it was attached and to be worth 200 Rupees now.

If the sale had been held on the spot then if a mistake had been made it could have been remedied at once

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The papers in the case and the accounts examined connected with the land shew the following result:-

The land is returned in the Government

accounts as an ordinary dry field whereas in reality it is now an extensive garden plantation containing more than 500 cocoanuts trees about 50 of which are already bearing, 200 likely to bear in 2 or 3 years, and the rest in 4 or 5 years. The present value of the estate is estimated at least Rs 600. This has been sold for a sum of 30 Rupees.

The Khirdi and Khate accounts of the past 7 years shew that although Marimada Mestri the late Khatédar was in the Coffee plantations away from the District, he was regular in his payments having on all occasions paid the Condayem through his agents before due dates. The next year

At the same time there was letters & Memorandum bearing his name in the Khate for this land.

after his death, the
village authorities viz
the Shambogues and
Patail evidently con-
-trived the scheme above
detailed to deprive the
widow of the valuable
property left by her
husband-

The widow has ap-
-parently no competent
male help, her son being
yet a boy.

Among other irre-
-gularities which came
to light, the first and
important point is
that notices of demand
have not been issued
as each instalment fell
due- No notice for 1st
Kist viz December was
issued to Khatedar- But
one for January the
2d Kist, has been issued
and upon which the whole
action up to sale has been

taken - This is highly irregular - Further in January out of 18 defaulters, notices to only two individuals viz petitioners son Allada and another man, have been issued and of these two time was given to one till 4th April 1891 and his dues recovered while petitioner's property was attached and sold without any such concession - The usual notices of demand for the 3d and 4th lists were denied to petitioner - Why such an exceptional procedure was adopted, does not appear, more especially as there was no danger of Government interests suffering by waiting till full Kandayen amount became due - The property was

What has the Amildar to say to this?

a thriving garden which was not likely to deterioate in value. It is surprising that no coercive measures, such as issue of notice &c were adopted against any of the other defaulters, though there were several of them at the end of each list similarly in arrears.

The other noticeable point is that the Jufti Patti is particularly vaguely worded as to details of the propeiliy for one to form an idea of its worth.

The Shaikdar had seen the land, at least at the time of sale (if he had not done so when forfeiting the propeiliy), and was aware of the real value of the property. Neither in the Jufti patti nor in the report which

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the Sheikdar submitted soon after the sale, did he give sufficient description of the property to enable one to judge of its value. These circumstances prove beyond all doubt that he was privy to the fraudulent plot contrived by the Patail and Shanbogues. The petitioner alleges that after the death of her husband the Patail and the Shanbogues asked her to part with the land which she having refused, they have worked for her ruin in the manner described above. This allegation of the poor widow appears likely under the circumstances.

Another irregularity is that the sale was begun at 9 a.m. and closed at 12 noon whereas in the notice of sale "11 a.m.

to 5 P.M." is put down as the hours for the sale to take place - From this it may be inferred that this haste was evidently intended to keep off independent bidders -

Thus the whole transaction was fraudulent in as much as the Shamboques intentionally suppressed facts necessary to give an idea of the value of property attached: the notices of demand said to have been issued to the petitioner and her son were not in reality served upon them, Coercive measures of attachment and sale were adopted contrary to rules in practice - This action of the shamboques is in my opinion active fraud - The Patail besides being prime mover of the plot has instigated

and helped the Shamboque in the matter to suit his purpose. The purchaser at the sale is said to be the Patail's man -

The Sheikdar's silence and neglect even after personal inspection of the spot, and irregular and undue haste in conducting the sale leads me to conclude that his conduct is extremely suspicious - His explanation that the Shamboques did not carry out his instructions to put the number of trees, and that his people were ill at the time can scarcely be admitted. His was a dereliction of duty resulting in heavy damage to petitioner - He may also be almost said to have connived at the fraud -

At the 2d sale in the

Taluk cutcherry before the sheristadar, only 4 persons attended and the presiding Officer does not appear to have taken any pains to ascertain the value of the property sold.

The 2d. sale at the Taluk cutcherry is an important matter in this case. Merit was ordered by the Amildar and only at this 2d sale nothing more was done than formally confirming the Shirkdar's action of the sale do not appear.

The circumstances under which the demand notice was issued from the Taluk cutcherry to petitioner alone out of a list of 18 defaulters, were looked into. The explanation offered that it was done at the instance of

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GOVERNMENT OF MYSORE

the Shanboques, does not fully explain why the Taluk cutcherry should be so led by the Shan-boques-

Even after attention was drawn to the matter by the Deputy Comm^r & Ass^t Assistant Comm^r Krishniengar the Amildar took no trouble to inspect the property, but simply reported upon the propriety and correctness of the sale proceedings-

The sex and position of the petitioner evidently emboldened the village and Taluk authorities to act towards her in the manner they have done. Petitioner's statement that she paid the Condayem in full, but the shanboque did not give her a receipt though she asked for it several times, he own

(printed) receipt book having
been filed in the Civil Court,
does not appear to be without
foundation. Her Com-
-plaint regarding this
matter to the Auxiliar
was fruitless under the
circumstances, he having
depended upon the Shan-
-bogue and Shirkdars
report in disposing of her
complaint.

A Cousin of the petitioner
having filed a suit
against her in the Civil
Court, the Proceedings
were sent for by me
to see if any further
light on the conduct of the
parties could be thrown
by those independent
proceedings. The parties
prominently figuring
here also figure there.
Their statements were
taken many months
after the sale and even
there no mention of the

sale has been made, through the property sold formed the subject matter of the suit. Shanbogues however made mention of the sale casually while explaining payments of tax on several lands under dispute.

The impression is that the petitioner was kept ignorant of the sale till many months after it took place, and the Civil suit was caused to be instituted in February 1891 apparently to divert the petitioner's attention for the purpose of defending the suit, while the revenue proceedings to bring about the sale of the land was being carried on to the great disadvantage of the petitioner.

It will be seen that the Patail and others wished

both on revenue and
Civil sides to deprive the
petitioner of her valuable
property.

The several observations
made by the Civil Judge
regarding the Conduct
of the parties who played
prominent part in
bringing about the Civil
suit, is noteworthy as
they directly bear upon
the subject of the land
under notice.

Their extracts are
given below for ready
reference.

1. "I am of opinion in
the affirmative that the
suit is the outcome of
ill feeling and collusion
between the Plaintiff
and some of the partisans.
The chief of whom is the
Patail of the village who
seems to owe a grudge
to the 2nd defendant for
her having refused

to sell the garden (item no 4 of the schedule) to him for a less price. Some of her witnesses have evidently been tampered with and made to deny the division. This is due to the influence which the Patail exercises in the village. The other witnesses have all spoken to it enough with slight variations in matters of detail here and there."

2. "Seeing that all the debts have been discharged and that the family prosperity has augmented or become disentangled in consequence, the Plaintiff has evidently brought this false suit at the instigation of some of his friends and partisans who have not in their zeal and enthusiasm hesitated to perjure —

themselves - His own witnesses admit that he has been living separately - There is also the evidence of the Shamboque although he wants to show by the entries in the Vasool Baki and Khaneshumari accounts that he and the defendants I to III live in commensality as members of one and the same family. Even the 3° and 4' defendants could not but admit separate residence and mess although they forget their own interest in denying the rest."

I beg to state finally that the whole of the transaction in the Revenue sale as was the case in the civil suit, is vexatious, malicious and fraudulent in the extreme, and therefore submit that the sale placed in question is worthy of being set aside.

I further beg to submit that the Patail, the Shan-bogues and the Sheikdar deserve an exemplary punishment.

Nuzvid 16-11-92. } (sd) N. Narasimmiah
Asstant Commr.

Dy Commrs remarks. This exhaustive Memo gives all the facts of the case fully. I have already recorded the irregularities committed by the Sheikdar and the Village Officials. The facts detailed in this Memo clearly show:-

(1) That there are grave doubts as to the service of the notice of demand on the Khatedar or his mother and guardian.

(2) That the Jafti patti or description of property

upon which the amildar has to decide whether the holding should be forfeited and sold, or other steps taken for the collection of the kan-dayam have been knowingly and fraudulently prepared in an incorrect form by the two Shanboques the Patail, the Shaikdar all acting in collusion - The Shaikdar's explana-tion that he had in-serted the word Layak and had asked the Shanboque to insert the number of such cocoanut-trees, is not worthy of credit as he has returned the patti with his report the very next day, and as the writing shows that it is an interpolation - He should have seen the guardian at the

time of sale at least, and even the most ignorant man must have known it was a very valuable property. The evidence of the Khatedar's guardian shows that the Patail is at the bottom of the whole affair and that the Shanbogues have colluded with him. There is thus, I think, sufficient evidence to order a criminal prosecution of all these officials.

Though the Amildar or Sheristadar can not be convicted of any connivance, I cannot help remarking that if the Amildar had made frequent tours of the villages and kept himself acquainted with the affairs in his Taluk,

the fraud practised by these men could not but have come to his notice at a very early stage. The Inmasta in charge of the Taluka should have suspected something wrong from the facts of this case but he was probably a passive tool in the hands of the village Officials. No further notice will be taken of his conduct in this case as there is nothing to presume active complicity on his part.

The sale having been confirmed by this office I am unable to set it aside though the forfeiture Certificate has not been passed and the facts clearly show fraud. The cir-cumstances will be

reported to Govern-
-ment with a recommenda-
-tion that the sale may
be cancelled.

The village officials
and the Shaikdar will
be suspended pending
orders of Government
on this reference.

(sd) A. Rangasamidayya
Deputy Commissioner
Mysore
18-11-92.

"Copy"
Assistant
for Deputy Commissioner
Comd
Mysore District

LR 194-92-2

No. 2689

Name of Petitioner. Mr Lawrance advocate to Shamboyee Subbarayappa & 2 others.

Village. Bangalore

Taluk. Bangalore

District. Bangalore

Date of Arzi. 17. 4. 93

Date of Receipt. 18. 4. 93

Date of Disposal.

No. of Enclosures.

ABSTRACT.

Petitioner States that he appears for the Counter-petitioners Shamboyee Soobbarayappa and two others and produces a power of attorney obtained by them Counter-petitioners.

19.4.

Punch Power of attorney and put up with record 18.4. (S. d) B. R.

Mysore Govt. Central Press Bangalore—7-9-92,—1000.

(2)

Presented by W. Lawrence's Sumastay Petn Branch Mysre 18/4/93

MYSORE DEWAN'S OFFICE
PETITION DEPARTMENT
REG'D. N. 2689/93
DATE 18-4-93

Before the Council of His Highness the Maharaja of Mysore

In the Matter of the petition of Basavi Mother & Guardian of the Minor Imada a Resident of Hadathe ve — Petitioners — Basavy —

Of

Counter-Petitioners / Sheikdar Meer Mysoodeen
2 Shanbogue Soobroya
3 — Do — Linganiah
4 Patail Soobbegowda

The undersigned prays that he may be allowed to inspect the Record of the proceedings in this matter so as to be able to argue the same — on the 20th Instant.

Bangalore 17th April 1893.

Advocate for Counter petitioners.

Jno Lawrance
17/4/93
Vajramuthoo

Before the Councillors of the Dewan to His Highness the Maha-Raja of Mysore.

In the Matter of the Petition of Basavi, Mother & Guardian of the Minor Inada resident of Hedathalay Hobli, Hedathalá Village of Ramgan-good Talook to the Dy Commr at Mys

Petitioner Basavi

Counter-Petitioners 1 Sheikdar Meer Inyood
2. Shanboque Soobakoya
3. Shanboque Linganna
4 Potail Soobbe Gowda

We the Counter-Petitioners above named do hereby retain & appoint J C S Lawrance Esquire B A LL B an advocate to appear for us and Conduct the case on our behalf, and we agree to ratify & Confirm all such acts as they may do on our behalf or cause to be done herein.

Bangalore 17 April 1893.

Accepted
John Lawrance
Advr
S A d'Cruz

(4)

From

The Chief Secretary
to the Dewan of Mysore.

To By Cons: Mysore Dy

Dated 10 &
Despatched 12 } May 1893
Received

Enclosures No.

General No. 19033
P. F. No. 290-92

References to be marked.

Mysore Govt. C. Press, Bangalore.—9-1-93.—3,000.

(Forms Serial No. 30.)

189

From

The Chief Secretary
to the Lieut. of Ulster.

To

Dated

Despatched

Received

Enclosures No.

General No.

No.

References to be marked.

Forms Gov't. C. Press, Belfast.—3-1-83.—3,000.

Before the Government of *His Highness* the Maharaja of Mysore.

(4)

Case referred ~~by the~~ by Comr ~~Letter~~ Mysore Dist with his letter ~~Appeal~~ No. 789 of 26th Novr 192.

Appellant. Vs. Respondent.

1. Subramanyam of Hedalalai
2. Basavi, mother & guardian of Irada (minor) of Devanur, Ranjangud Taluk, Mysore Distt.

Basve Gowda represented by Mr. Adv. Narayan Row

Decision, dt 6—5—93.

This is a case referred by the Dy Comr for orders.

2. The 2d Appellant, who was a Khatedar fell into arrear of revenue, & a piece of her land (No. 417, K-K-2 4—13—14½ assessed at Rs 24-13-11) was attached & sold in April 1891, and the Respt Basve Gowda purchased it for ~~Rs~~ 30/-. The sale was confirmed by the Dy Comr on 4th August 1891 & a certificate granted to the purchaser. Three months afterwards, i.e, on 18th Novr 1891, the 1st Appellant ~~claimed~~ complained to the Dy Comr that he had purchased the land sold by auction from the 2d ~~Respt~~ Appellant & that the sale for arrears of Revenue was effected without any notice to him notwithstanding that he had paid the

2d Appellant ?

assessment of [illegible] through the [illegible]

The Dy Comr enquired into the matter of the complaint & considering that the sale was tainted with fraud, recommends that it may be cancelled.

3. Notice was given to the Respondent & he was present at the hearing of the case.

4. The circumstances, which throw, or are supposed to throw suspicion upon the bona fide character of the sale, are as follows:-

First. The attachment list has an entry that the land contains some useless ~~Cocoanut trees~~ cocoanut plants, & does not state that it contains any valuable trees, though, as a matter of fact, according to the statement of the Shanbhog, it contains -

50 ~~Cocoanut trees~~ bearing
150 —do— likely to bear in 2 or 3 years.
200 —do— do — in 4 or 5 years.

? Cocoanut [illegible] trees

The Respt says that, excepting 50 trees which were in bearing, all the rest were young plants & that he has, since the purchase, planted more trees and improved the land at a cost of Rs 500/-. No evidence was taken on the latter point. The Respt also states that even the trees in bearing are not good trees and there

locality. He mentions a case in which a similar garden was bought in by Govt for want of bidders.

Secondly. The land was sold before the Shekdar on 20th April 1891, but the sale was not closed on that date. The parties present were told that it would be sold again before the Amildar on the 25th April, & it was accordingly re-sold on that date. The highest bidder in both the sales being the Respt., the sale was concluded in his favor for Rs 30/-. This circumstance is mentioned, not to show that there was any fraud in the matter, but to show that the 2nd sale before the Amildar was an irregularity. This irregularity was known when the sale was confirmed, but no notice of it was taken, as nobody complained about it, & it did not affect the interests of any one.

Thirdly. The land was not declared as forfeited to Govt before it was sold.

Fourthly. The Khatadar alleges that she has paid the assessment, but the statement is not proved.

Fifthly. The sale before the Shekdar was begun at 9 A.M. & closed at 12 noon, whereas in the notice of sale, 11 A.M. to 5 P.M. were put

Sentaly. The property was attached for the whole arrear due, before all the instalments fell due.

5. The Govt consider that though the irregularities noticed above are such as might induce the confirming officer to withhold his confirmation, they are not such as would justify the cancellation of the sale at this distance of time at the instance of a third party whose name is not registered in the Revenue accounts & who slept over his rights, if he had any. The only point that throws suspicion on the bona fide character of the sale is the non-specification of the cocoanut trees on the land ~~in~~ in the sale Proclamation or the attachment list, but there is nothing in the rules which makes such specification obligatory, and the villagers present must have known that the land contained trees. Considering that most of the trees are only plants requiring much capital to mature them, the price of Rs 30/- the land fetched cannot also be said to be too low in an out of the way locality like the one under notice. Even if it were too low, it cannot be used as a ground for cancelling the sale so long after it has been confirmed. The Govt therefore decline to sanction its cancelment.

"By Orde"

Re-draft.

MM

for Chief Secretary.

CR 10/5

Re: 19033 / Pet Fr 290 10-5-93 / 16-5-1

Copy to the Dy Comr, Mysore Distt, with the vernacular papers recd with his Re: 789 of 26.11.92.

"By Orde"

MM

for Chief Secretary

S.V.

MM.

CR.

(General Serial No. 32.)

1893

5

No. 65

~~S. Ramaswamy Ayr. Advocate for petitr.~~

Name of Petitioner. Subramanya

Village.

Taluk. Bangalore

District.

Date of Arzi. 10 July 93.

Date of Receipt. 10 July 93.

Date of Disposal.

No. of Enclosures. Nil.

ABSTRACT.

States that the petitnr Garden containing ~~1 acre of~~ Cocoanut trees ~~to~~ was auctioned. The public authorities of the place have all conspired against the petitnr. Their statement saying that the petitioner planted the cocoanut trees himself after quarrel is the petitioner says false. For these and other reasons the petitioner requests that the auction may be cancelled.

Submitted for orders -

This is an appln. for review of order passed on 6th May 1893. It is in time & sufficiently stamped.

The grounds urged are :—

(1) that appellant was not given notice of the date to which the case was adjourned on the 20th April 1893

(2) that the Counter-Petitioners' allegation that he planted Cocoanut trees is false. The trees had all been in existence before the date of the Revenue sale.

(3) that the garden was worth Rs. 1000 at the time of sale - vide opinion of panchayatdars

(4) that the Rev. sale was tainted with fraud to which the Shanbhog & Patel were parties, and could on that ground be set aside at any time. The omission of the trees in the report and the false allegation therein that the Pattadar had no movable property, is to establish fraud

(5) that the Patel induced Mada [illegible] to file a suit for the cancellation of the sale in Petrs favor, but there was a decree in Petrs favor. Mada has presented a second appeal to the Chief Court - Hence delay in Petrs applying for cancellation of the Revenue sale

As regards the 1st ground — On the 20th April the Dewan and Mr. Thumboo Chettiyar sat in the Council. Petr & his vendor Basavi both appeared in person & were heard. As Mr. Narayanaiah who appeared for purchaser at the Rev. sale asked for an adjt, the case was adjd to 4th May & the date intimated to all the parties, then and there in Council, before another case was called. The adjnmt as noted by Mr. Thumboo Chettiyar

to file.

present petitioner was told that he might appear, if he liked, on 4th May & the other parties were told that they need not appear.

The Petr now says that he is deaf and does not know what transpired on the 20th April, and that he expected formal notice to be issued to him of the date to which the case was adjourned.

As there was no reason to suppose that Petr did not understand the proceedings of the 20th April, further as he was heard & was told he might appear on the 4th May if he liked, and as the date was communicated in open Court, no separate notice of adjt was issued.

BR 29/8

R. Row declines
to re-open the case. —

CC
24/8/93

BR 29/8

REG'D. NO. 65
DATE 10-7-93

Presented by Mr. Rama-
-swami Iyers Clerk
Mrk
10/7/93

Two Rupees stamp

1893

Petitioner

Advocate for

Dt. 10-7-93

Respondent

No. 65

12/9/93

MYSORE DEWAN'S OFFICE,
PETITION DEPARTMENT,
12/9 1893

(6)

Endorsement granted to Subrahmanyaiya of Hedatale Ranjangud Taluk (by Mr S. Ramaswami Iyer, Advocate)

in reply to his Petition Registered No. 65 dated 10th July 1893, praying for a review of the order dated 6th March 93, regarding the sale of ~~a certain~~ land No. 417.

Petitioner is informed that the Government decline to ~~interfere~~ & reopen the case.

5/9/93

Draft
(Council order)

"By Order"

Chief Secretary.

S.V.

Mysore Govt. Central Press, Bangalore,—9-2-93—2000.